

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-04-D-4090	2. DELIVERY ORDER NO. M80105	3. EFFECTIVE DATE ORIG 10/24/2005 MOD 10/16/2008	4. PURCHASE REQUEST NO. N00421-09-MR-30097	Rating DO-C9
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5. ISSUED BY NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 george.rivers@navy.mil 301-757-9784	CODE N00421	6. ADMINISTERED BY DCMA Palmdale 40015 Sierra Highway, Suite B110 Palmdale CA 93550	CODE S0303A
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7. CONTRACTOR New Directions Technologies, Inc. 137 W. Drummond Ave. Palmdale CA 93555	CODE 05ZG9	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME  (hours local time – Block 5 issuing office)
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381	CODE HQ0339
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

New Directions Technologies, Inc.	Cedric Knight CEO		
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA  
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: HELEN C HARRIS	10/16/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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## **GENERAL INFORMATION**

This action is being processed as a unilateral modification under the authority of contract clause F-1 Task Order Options. The purpose of this modification is to exercise and fund Option Year 3 for the period of performance of October 24, 2008 – October 23, 2009. Accordingly, said task order is modified as follows:

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services
-----	-----
2000	Labor IAW PWS and CDRLs
2000AA	Funding (OTHER)
2100	Labor IAW PWS and CDRLs Option 1
2100AA	Funding (OTHER)
2200	Labor IAW PWS and CDRLs Option 2
2200AA	Funding (OTHER)
2300	Labor IAW PWS and CDRLs Option 3
2300AA	Funding (OTHER)

For ODC Items:

Item	Supplies/Services
-----	-----
3001	Travel
3001AA	Funding (OTHER)
3101	Travel Option 1
3101AA	Funding (OTHER)
3201	Travel Option 2
3201AA	Funding (OTHER)
3301	Travel Option 3
3301AA	Funding (OTHER)

For FFP Items:

Item	Supplies/Services
-----	-----
5400	Labor IAW PWS and CDRLs Option 4
5400AA	Funding (OTHER) Option

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For ODC Items:

Item   Supplies/Services  
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6401   Travel Option 4

6401AA Funding (OTHER)  
          Option

Additional SLINs may be created to accommodate different types of funds that shall be used to fund this effort.

CLINs 2000, 2100, 2200,2300, 5400 are FFP. CLINs 3000, 3100, 3200, 3300, and 6400 are Cost Reimbursable.

The exercise of option CLIN 5400 and the associated ODC CLIN 6400 is contingent upon the award term option period at the basic contract level being exercised.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

NAVAIR-AD Business Office

Statement of Work for Support Services

### 1.0 INTRODUCTION

The Naval Air Systems Command Aircraft Division (NAVAIR-AD) Business Office (BO) provides support to develop partnerships with external entities that support Sea Power 21, CNO annual goals, and the Naval Air Systems Command (NAVAIR) vision and mission. The NAVAIR-AD BO serves as an entry point for internal/external customers wishing to establish partnerships between NAVAIR and external entities.

### 2.0 BACKGROUND

NAVAIR-AD is engaged in efforts to improve business processes and achieve significant gains in cost effectiveness and product quality. Central to this effort is the development of partnerships with other Department of Defense (DoD), non-DoD governmental, commercial, educational and foreign entities to leverage mutual product, service and infrastructure capabilities, thereby maximizing utilization and avoiding duplication. Each partner gains by concentrating in its core areas and not wasting resources in non-core activities that can be performed more effectively by others.

### 3.0 APPLICABLE DOCUMENTS & FEDERAL TECHNOLOGY TRANSFER LEGISLATION AND POLICY

Section I Technology Innovation Legislation:

Title 15 - Commerce and Trade

§3710a. Cooperative Research and Development Agreements

§3710c. Distribution of Royalties Received by Federal Agencies

§3715. Use of Partnership Intermediaries

Title 35 - Patents

§207. Domestic and Foreign Protection of Federally Owned Inventions

§209. Licensing Federally Owned Inventions

Section 2 Special Legislative Provisions Applicable to One or Several Agencies

Title 10 - Armed Forces

§2194. Education Partnerships

§2563. Articles and Services of Industrial Facilities: Sales to Persons Outside DOD

§2681. Use of Test and Evaluation Installations by Commercial Entities

§2539b. Availability of samples, drawings, information, equipment, materials, and certain services

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Stevenson-Wyler Technology Innovation Act of 1980 (P.L. 96-480)

Bayh-Dole Act of 1980 (P.L. 96-517)

Federal Technology Transfer Act of 1986 (P.L. 99-502)

Technology Transfer Commercialization Act of 2000 (P.L. 106-404)

SECNAVINST 5720.47A DON Policy for Content of Publicly Accessible WWW Site dtd 24 Oct 2003

OPNAVINST 5239.1B Navy Information Assurance (IA) Program dtd 9 Nov 1999

#### 4.0 SCOPE

The NAVAIR-AD BO has a requirement for technical support for technology transfer, and requirements for expert support service to address development and maintenance of partnerships between Naval Aviation activities to achieve greater harmony with commercial practices and standards and to foster dual-use partnerships with the private sector. The Delivery Order is for contractor support services necessary to support the following NAVAIR-AD BO functions: 1) partnership lead generation activities (industry outreach program, strategic initiative program, business initiatives and NAVAIR special events), 2) partnership lead management (record and track partnership interest until agreements are either executed or until the interest is terminated), and 3) partnership agreement development (developing Commercial Service Agreements, Cooperative Research and Development Agreements (CRADAs), Patent Licensing Agreements (PLAs), Military Interdepartmental Purchase Agreements (MIPRs), Foreign Military Sales (FMS) Agreements, Memoranda of Understandings/Agreements (MOUs/MOAs) and other partnership agreements as required.

#### 5.0 REQUIREMENTS:

5.1 Support Naval Aviation Partnership process improvement efforts. Support AIRSpeed approach to improve processes in order to achieve greater efficiencies, improved services and identify and address problems to achieve desirable outcomes.

5.2 Support the development of Commercial Service Agreements (CSAs) by coordinating with cognizant technical, security and legal personnel involved in the development of CSAs and drafting initial and final documents for review by the NAVAIR-AD chain of command.

5.3 Support knowledge development for Intellectual Property and Technology Transfer process for partnership agreements per technology transfer legislation.

5.4 Compile business agreements and partnership outcomes for an Office of Naval Research yearly-directed business plan.

5.5 Support coordination for maintaining patents and patents database directed by the NAWC Commander.

5.6 Support and coordinate agenda for monthly Invention Evaluation Board (IEB) for review of invention disclosures and patent maintenance fees.

5.7 Coordinate visits/tours for representatives from industry, Government or academia to develop partnerships with NAVAIR to sustain economic growth.

5.8 Coordinate, plan and support NAVAIR approved special events adherence to scheduled timelines (Patent Awards Ceremony, AIRSpeed Conferences, Sea Air Space, Tailhook, Naval Aviation Enterprise Summit, Tech Trends Smart Region, ONR Industry Day, TEDCO Partnerships, Science and Technology Showcase and others events as directed).

5.9 Compile documents, provided administrative support, and provide maintenance and access privileges to the AIRSpeed portal as required.

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5.10 Prepare presentation materials, briefs or present briefings for conferences, exhibits, and other events as required for onsite and offsite to include conference support area. Assist coordination for Internet Review Team (IRT) process for release of information through Public Affairs.

5.11 Provide administrative office support as required.

## 6.0 Training

Any basic training requirements for contractor personnel will be at the contractor's expense. Training requirements will be coordinated with the COR and the contractor. Any specialized training will be at Government expense and coordinated with the COR and the contractor.

## 7.0 Access to Office Furnishings and Equipment

The contractor shall have access to office furnishings, telephone support, and photocopy equipment as required when performing tasks under this order on Government site in a duty authorized fashion.

## 8.0 Access to Systems/Software/Documentation

The Government will provide required access to Corporate Computer Systems or databases, and authorizations, account numbers and passwords as necessary. Software specified as necessary to perform task under this order would be provided by the Government, unless otherwise indicated. The Government will make available to the contractor any existing documents, drawings or databases required to perform tasks under this order.

## 9.0 Deliverables

The following deliverables must be provided in accordance with the requirement of the attached DD Form 1423, Contract Data Requirements List:

### 9.1 Monthly Status/Process Report (A001)

A monthly status/progress report detailing all work accomplished under this delivery order shall be prepared and submitted in accordance with requirements of CDRL Item A001.

### 9.2 Travel Report (A002)

The contractor must provide a travel report detailing travel completed. The report must reflect for each trip, the travelers name, dates of travel, destination, date of COR concurrence for travel (concurrence must predate travel), purpose of travel, products or services supported/reviewed, trip finding, and issues arising from travel which require Government action. Contractor format is acceptable. Copies of receipts for hotels and rental autos, as well as, copies of airline tickets or airline itineraries reflecting cost must be provided with the report.

## 10. Place of Performance

Primary place of performance shall be at the Government facility, NAVAIR-AD, Naval Air Station, Patuxent River, MD. The contractor may also be required to travel offsite and to other DoD facilities in performance of tasks. The following is an estimate of the required travel:

Travel Conference Requirements: # of People Trips

Sea Air Space, 4-days, Washington DC 12 1

Tailhook 2006, 5-days, Reno NV 12 11

TTIPT 1 1

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National FLC, Orlando 1 1

Tech Trends, Baltimore 1 1

ONR Tech Transfer 1 1

Mid Atlantic Regional FLC, Rocky Gap 1 1

AIRSpeed, Texas, 4 days 3 1

AIRSpeed, Norfolk, 4 days 3 1

## 11. SECURITY

Only U. S. citizens may perform under this contract. Any person having had a security clearance revoked for any reason shall be ineligible to perform under this order. All contractor personnel supporting tasks under this order must be able to obtain a Secret Security clearance. See Attached DD254.

### Conduct of Contractor Personnel

Navy Security Regulations and Standards of Conduct in SECNAVINST 5270.2 apply. Persons engaged in work while on Government property are subject to search of their person and vehicle at any time. Known or suspected security violations must be reported to the Security Department. The Contractor must remove from contract performance any person who endangers life, property, or national security through improper conduct.

### Identification Badges

Contractor identification badges shall be issued by the Government to on-site contractor personnel and must be visible at all times while contractor employees are at NAVAIR sites. The Contractor must furnish all requested information required to facilitate issuance of identification badges and must conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to contractor employees are returned to the Security Department at NAVAIR within forty-eight hours following the completion of the contract, relocation or termination of an employee, or upon the request of the Contracting Officer.

### Identification of Contractor Personnel

Corporation affiliation shall be referenced on all written documentation that refers to contractor personnel. This is required for internal and external communication. Similarly, the contractor affiliation shall be identified when answering phone calls, and at the beginning of any meeting or conference where contractor personnel are in attendance.

### Information Technology Security

The Department of Navy (DON) Automated Data Processing (ADP) Security Program outlined in OPNAVINST 5239.1B, or the most current version of this instruction, applies to all efforts under this contract.

## 12. STANDARDS OF QUALITY AND TIMELINESS

Quality is measured by accuracy, and timeliness is measured by completion of activity by required due date/time. Measures of success are: completion of assigned tasks with 90% to 100% accuracy rate depending on tasks. Outcomes are measured through Government observation and analysis of documents required by the contract data lists (DD1423).

PBSOW Para Activity Standard Acceptable Quality Level (error rate allowable) Method of Surveillance

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5.1 Accurate/Complete by customer due date 2% of actions processed per quarter/

2% completed 1 workday past customer due date per quarter Customer input

5.2 Accurate/Complete by customer due date 2% of actions processed per quarter/

2% completed 1 workday past customer due date per quarter Customer input

5.3 Accurate/Complete by customer due date 2% of actions processed per quarter/

2% completed 1 workday past customer due date per quarter Customer input

5.4 Accurate/Complete by customer due date 2% of actions processed per quarter/

2% completed 1 workday past customer due date per quarter Customer input

5.5 Accurate/Complete by customer due date 2% of actions processed per quarter/

2% completed 1 workday past customer due date per quarter Customer input

5.6 Accurate/Complete by customer due date 2% of actions processed per quarter/

2% completed 1 workday past customer due date per quarter Customer input

5.7 Accurate/Complete by customer due date 2% of actions processed per quarter/

2% completed 1 workday past customer due date per quarter Customer input

5.8 Accurate/Complete by customer due date 2% of actions processed per quarter/

2% completed 1 workday past customer due date per quarter Customer input

5.9 Accurate/Complete by customer due date 2% of actions processed per quarter/

2% completed 1 workday past customer due date per quarter Customer input

5.10 Accurate/Complete by customer due date 2% of actions processed per quarter/

2% completed 1 workday past customer due date per quarter Customer input

5.11 Accurate/Complete by customer due date 2% of actions processed per event/

2% completed 1 workday past customer due date per quarter Customer input

5.5 Special Event Coordination Accurate/Complete by customer due date 2% of actions processed per quarter/

2% completed 1 workday past customer due date per quarter Customer input

5.6 Support NAVAIR Airspeed Project Accurate/Complete by customer due date 2% of actions processed per event/

2% completed 1 workday past customer due date per quarter Customer input

5.7 Provide Administrative Support Accurate/Complete by customer due date 2% of actions processed per event/

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2% completed 1 workday past customer due date per quarter Customer input

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## **SECTION D PACKAGING AND MARKING**

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award Basic Contract.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e basic contract.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

2000AA	10/24/2005 - 10/23/2006
2100AA	10/24/2006 - 10/23/2007
2200AA	10/24/2007 - 10/23/2008
2300AA	10/24/2008 - 10/23/2009
3001AA	10/24/2005 - 10/23/2006
3101AA	10/24/2006 - 10/23/2007
3201AA	10/24/2007 - 10/23/2008
3301AA	10/24/2008 - 10/23/2009

The period of performance for the following award-term items are from date of option exercise through 12 months thereafter, estimated at:

5400AA	10/24/2009 - 10/23/2010
6401AA	10/24/2009 - 10/23/2010

### F-1 Task Order Options

(b) The Government may extend the term of this order by written notice to the Contractor within 5 days of the end of the current period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension.

(c) If the Government exercises this option, the extended order shall be considered to include this option provision.

(d) The total duration of this order, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

52.217-5 -- Evaluation of Options.

Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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(End of Provision)

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## SECTION G CONTRACT ADMINISTRATION DATA

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (MAR 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor “Quick Reference” Guides are located at the following web site:  
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC’s, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type:	2-in-1
Issuing Office DODAAC	N00421
Admin Office DODAAC:	S0512A
Inspector DODAAC (if applicable):	N00421
Ship To DODAAC (for Combo),Service	
Acceptor DODAAC (for 2 in 1),Service Approver	N00421
DODAAC (for Final Cost Voucher) (if applicable)	
Acceptor DODAAC (if applicable):	N00421
Local Processing Office (LPO –if applicable):	
DCAA Office DODAAC (Cost Voucher	
Approver – if applicable):	
Paying Office DODAAC:	HQ0339

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Role
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Monthly invoicing is authorized.

G-2 TOM APPOINTMENT

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name:

Code:

Telephone:

E-mail:

Address:

(b) The TOM is responsible for those specific functions assigned in the Task Order Appointment Memo.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, PCO or ACO has issued a formal modification.

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Accounting Data
SLINID   PR Number                Amount
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2000AA   001014255300001
LLA :
AA 97X4930 NH2A 252 77777 0 054219 2F 000000 000002902800

3001AA   001014255300001
LLA :
AA 97X4930 NH2A 252 77777 0 054219 2F 000000 000002902800

MOD 3

2100AA   001019065800001
LLA :
AB 97X4930 NH2A 252 77777 0 054219 2F 000000 000002902900

3101AA
LLA :
AB 97X4930 NH2A 252 77777 0 054219 2F 000000 000002902900

MOD 4

2200AA   0010224160
LLA :
AA 97X4930 NH2A 252 77777 0 054219 2F 000000 000002902800

3201AA   0010224160
LLA :
AA 97X4930 NH2A 252 77777 0 054219 2F 000000 000002902800

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MOD 5

2300AA 1300110247-0001  
LLA :  
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000015570  
CIN: 130011024700001

3301AA 1300110247-0001  
LLA :  
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000015570  
CIN: 130011024700001

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

### LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms “limited rights” and “Government purpose rights” are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms “government purpose rights” and “restricted rights” are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms “limited rights” and “restricted rights” are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees—

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

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(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

(End of clause)

AIR 5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES).

ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES)

(SEP 1999)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment N/A. Task order issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" are as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant" services is as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the

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program and technical decision making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of [insert the period of prohibition] after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests.(FAR 9.505-3)

X (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of

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Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with [insert the period of prohibition] after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(End of clause)

AIR 5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE.

GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 1994)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

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(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed by the assigned Government employees at the using activity.

#### H-1 Compressed Work Schedule (CWS)

(a) The Contractor shall provide the required services and staffing coverage during normal working hours (NWHs). NWHs are usually 8.5 hours (including a 30-minute lunch break), from 0730-1600 each Monday through Friday (except on the legal holidays specified elsewhere). Some supported Government offices have flexibility to start as early as 0600/0630 and end as late as 1800 Monday-Friday. Services and staffing shall be provided for each office at least 8 hours per day (during the 8.5 hour workday which includes the 30-minute lunch break.)

(b) Government Employees are allowed to voluntarily work a "Compressed Work Schedule" (CWS). CWS is an alternative work schedule to the traditional five 8.5 workdays (which includes a 30-minute lunch) worked per week. Under a CWS Schedule an employee completed the following schedule within a two-week period of time: eight weekdays are worked at 9.5 hours each (which includes a 30-minute lunch), one weekday is alternately worked as 8.5 hours (which includes a 30-minute lunch) and one weekday is not worked by the employee. The result is 80 hours worked every two weeks, with 44 work hours one week and 36 work hours the other.

(c) The contractor awarded this contract, with agreement by the TOM, may allow its employees to work a CWS schedule. Any Contractor that chooses to allow its employees to work a CWS schedule in support of this contract, agrees that any additional costs associated with the implementation of the CWS schedule vice the standard schedule are unallowable costs under this contract and will not be reimbursed by the Government. Furthermore, all Contractors shall comply with the requirements of the Fair Labor Standards Act and particularly with Section 7 regarding compensatory overtime. Additionally, the CWS schedule shall not prevent Contractor employees from providing necessary staffing and services coverage when required by the Government facility.

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## **SECTION I CONTRACT CLAUSES**

Clauses specified in Section I of the SeaPort-e basic contract are incorporated into this order if applicable.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 DD254

Attachment 2 TOM Appointment

Exhibit A CDRLs